STATE OF INDIANA FILED FOR RECORD

Recording Requested By:

Ocwen Loan Servicing, LLC 2013 092111

2013 DEC 18 AM 9: 05

MICHAEL B. BROWN RECORDER

When Recorded Return to:

Ocwen Lean Servicing, LLC Attention: Loss Mitigation

3700 J Street

Suite 555

When Recorded Return To: Indecomm Global Services 2925 Country Drive St. Paul, MN 55117

Loan Number: 0183586106

79174315

FHA Case No. FR 1518568270703

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SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on November 14, 2013. The Mortgagor is ERNST LOUBEAU KARINE LOUBEAU, whose address is 2342 GRAND AVE SCHERERVILLE IN 46375 ("Borrower"). This Security is given to the Secretary of Housing and Urban Development, whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of SIXTY EIGHT THOUSAND SIX HUNDRED SIX DOLLARS AND TWENTY THREE CENTS (U.S. \$68,606.23). This debt is evidenced by Borrower's note dated the same date as this Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on November 01, 2043. This Security Instrument secures Lender: (a) the repayment of all the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums with interest advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to the Lender, with power of sale the following described property located in LAKE County, IN:

See attached Legal Description

Which has the address of 2342 GRAND AVE SCHERERVILLE IN 46375 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances or record.

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THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant agree as follows:

UNIFORM COVENANTS.

- 1. Payment of Principal. Borrower shall pay when due the principal of the debt evidenced by the Note.
- 2. Borrower Not Released: Forbearance By Lender Not a Waiver. Extension of the time of payment of the sum secured by this Security Instrument granted by Lender to any successor in the interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in the interest. Lender shall not be required to commerce proceedings against any successors in the interest or refuse to extend time for payment of otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in the interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 3. Successors and Assigns Bound; Joint and Several Liability: Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sum secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument of the Note without that Borrower's consent.
- 4. Notices. Any notices to Borrower provided for in this Security Instrument shall be given by delivering it by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street, SW, Washington, DC 20410 or any address Lender designates by notice to Borrower or Lender when given as provided in this paragraph.
- 5. Governing Law: Severability. This Security Instrument shall be governed by Federal Law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- 6. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

NON UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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7. Acceleration: Remedies.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under the Paragraph 7 of the Subordinate Note, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph or applicable law.



BY SIGNING, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witness Signature Witness Signature Print Deve 115 Down 5	ERNST LOUBEAU	Jorbean! (Seal)
Signature Print	Borrower	STEPHANIE N DOLCI Notary Public- Seal State of Indiana My Commission Expires Mar 27, 2019
Witness Signature Print Done 115. Doch 5.	KARINE LOUBEAU Borrower	(Seal)
Print NOT OF This Document is	nent is FICIAL!	STEPHANIE N DOLCI Notary Public- Seal State of Indiana My Compussion Expires Mar 27, 2019
Witness Signature Print Signature		(Seal)
Print	Borrower	(Seal)

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BORROWER ACKNOWLEDGMENT

State of Indiana County of LOVA

On this day of November, 2013 before me, the undersigned, a Notary Public in and for said county and state, personally appeared ERNST LOUBEAU KARINE LOUBEAU, personally known to me or identified to my satisfaction to be the person(s) who executed the within instrument, and they duly acknowledged that said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.



Ruphanul A. Delka Notary Public

Notary Public

My Commission Expires: Mark 27th 2019

This Document is the property of the Lake County Recorder!

Certificate of Preparation

This is to certify that this instrument was prepared by Ocwen Loan Servicing, one of the parties named in the instrument.

Signature

Tammi Grams LOSS MITIGATION

Ocwen Loan Servicing LLC Loss Mitigation Department 3451 Hammond Ave Waterloo, IA 50702 1-800-850-4622



INDIANA AFFIRMATION STATEMENT

"I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law."

Tammi Grams

Printed Name



LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL ESTATE IN LAKE COUNTY, IN THE STATE OF INDIANA:

LOT 1, RITA'S ADDITION, UNITS 3 AND 4 TO THE TOWN OF SCHERERVILLE, INDIANA, AS SHOWN IN PLAT BOOK 63 PAGE 32, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

TAX ID #: 20-13-0433-001

BEING ALL AND THE SAME LANDS AND PREMISES CONVEYED TO ERNST LOUBEAU AND KARINE LOUBEAU BY JOHN M. FRANKOVICH AND DIANNE L. FRANKOVICH IN A WARRANTY DEED EXECUTED 3/15/2006 AND RECORDED 3/23/2006 IN INSTRUMENT NO. 2006 023917 OF THE LAKE COUNTY, INDIANA LAND RECORDS

